



Notice of Price Agreement Award

Page 1 of 3
Printed: 7/14/2006

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

V E N D O R	FEDEX PO BOX 1140 MEMPHIS TN 38101	EXPRESS MAIL SERVICES	
		Award Number 68M00352957	Effective Period: 7/1/06 - 6/30/09

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 07/12/2006 Buyer: JEROME MOYNIHAN Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-367	B05820
Item		Unit	Unit Price
	<p>7/1/06 - 6/30/09 WITH OPTION TO RENEW TWO (2) ADDITIONAL YEARS.</p> <p>MASTER PRICE AGREEMENT #367</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

COPY

STATE PURCHASING AGENT/DESIGNEE



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Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.</p> <p>A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-367	B05820
Item		Unit	Unit Price
1.0	<p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p> <p>EXPRESS MAIL SERVICES - PAID AT \$1.00 PER ALLOWABLE COST.</p> <p>SEE ATTACHED PRICING.</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.</p> <p>VENDOR TELEPHONE: 866-370-2490 VENDOR FAX: 866-370-2491</p>	EA	1.00

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COPY

STATE PURCHASING AGENT/DESIGNEE



Agreement

PRS 1920289 - Express/ 19275100 - Ground

Agreement Number 2214924

THIS AGREEMENT ("Agreement") is made by and between the State of Rhode Island (the "State") by and through the Department of Administration and Federal Express Corporation and FedEx Ground Package System, Inc. by their authorized agent, FedEx Corporate Services, Inc. (collectively, "FedEx").

RECITALS

- A. The State desires to establish a Master Price Agreement ("Master Price Agreement") for both domestic express letter/package delivery services and domestic small package delivery services to include all related services;
- B. In order to obtain such services, the State issued RFP#B05820 -Express Mail Services - MPA 367 (hereinafter the "RFP") seeking proposals for such Services;
- C. FedEx submitted a proposal in response dated December 15, 2005 to the RFP (the "Proposal"), and the State selected such Proposal for the provision of services; and,
- D. The parties desire to establish an Agreement for FedEx to furnish the services;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

1. Pricing and Services

A. FedEx agrees to provide to State transportation services under the terms contained in this Agreement. Pricing for FedEx Express, FedEx Ground and FedEx International services is attached and incorporated by reference herein as Exhibit 1. A courtesy copy of State's pricing reflected as net rates is available upon request from State's FedEx sales professional. Net rate sheets are provided as a courtesy and are not incorporated within the Agreement.

B. FedEx has provided State a discounted rate off FedEx's rate schedules. Such prices will remain fixed for one year from the anniversary date of this Agreement. Thirty (30) days before each anniversary date of this Agreement, FedEx must submit to State a letter of notice including copies of the new discounted rate schedules. Prices each year cannot increase more than the Consumer Price Index

published by the United States Department of Labor - Bureau of Labor Statistics, or its successor, for all urban consumers for the Northeast Urban Size B/C communities with populations less than 1,500,000, for the Northeast United States in effect as of the date closest to the anniversary date of the Agreement for the year then concluded over the prior year. Such new prices will be effective on the anniversary date of the Agreement for the ensuing year. Any purchase order issued by the State prior to the effective date of such price increase will be honored at the price in effect at the time of the purchase order.

In the event that the discounted rate schedules have decreased, such Prices will immediately become available effective with FedEx's printed notice of change and FedEx shall bill the State at the reduced prices for all deliveries made on or after FedEx's price reduction.

C. The State agrees to pay for fuel charges, surcharges, special handling fees and accessorial charges identified in the Express, Ground, International and Accessorial Pricing Attachment, attached hereto as Exhibit 1 and incorporated by reference. Such fees and charges will remain fixed for one year from the anniversary date of this Agreement. Thirty (30) days before each anniversary date of this Agreement, FedEx must submit to State a letter of notice including copies of the new fuel charges and special handling fees, although such fees and charges each year cannot increase more than the Consumer Price Index published by the United States Department of Labor - Bureau of Labor Statistics, or its successor, for all urban consumers for the Northeast Urban Size B/C communities with populations less than 1,500,000, for the Northeast United States in effect as of the date closest to the anniversary date of the Agreement for the year then concluded over the prior year. Such new fees and charges will be effective on the anniversary date of the Agreement. Any purchase order issued by the State prior to the effective date of such new fees and charges will be honored at the price in effect at the time of the purchase order.

D. The Master Price Agreement shall be made available to the State and any of its departments or agencies, Quasi-State Agencies, Municipalities or Regional School Districts of the State. When such Quasi-State Agencies, Municipalities or Regional School Districts of the State, or any other authorized entities, utilize this Agreement all references to the State are hereby replaced with the name of the utilizing entity. FedEx will notify these entities of any change in pricing as detailed in Paragraph 1(B) & (C) above.

E. FedEx shall be responsible for ensuring that all shipments made under the Master Price Agreement shall be at the established discount rate schedules and correct pricing. Only the account and barcode numbers verified by FedEx will participate in the pricing. Only the billed account and barcode number will receive the applicable pricing and revenue credit. To add an account or location, the State must notify the FedEx sales executive in writing at least seven days in advance.

F. When requested by a user, FedEx shall return an undeliverable package to the sender, rather than performing an address correction and forwarding the package to the correct address.

G. For FedEx Ground services, FedEx will provide such services to the State for each package that Customer drops off at FedEx World Service Centers, FedEx Kinko's Office and Print Centers, and other participating locations as identified by FedEx from time to time. FedEx may at its sole discretion provide the State with regularly scheduled pick-ups for Ground services.

H. The pricing provided to the State is for the State's exclusive use and benefit and may not be resold or otherwise extended to any other party without prior written consent of FedEx. The pricing is effective the later of the date identified above, if any, or within five business days following possession of a fully executed Agreement by FedEx's authorized representative ("Effective Date"). Only the account and barcode numbers verified by FedEx will participate in the pricing. Only the billed account and barcode number will receive the applicable pricing and revenue credit. To add an account or location, the State must notify the FedEx sales executive in writing at least seven days in advance.

2. **Term.** This Agreement shall be for a term of three (3) years, or as otherwise agreed by the parties in writing, unless otherwise earlier terminated pursuant to a provision herein. The agreement may be extended for 2 additional one (1) year terms at the sole option of the State. Either the State or FedEx may terminate this Agreement upon thirty (30) days written notice prior to either the third or fourth anniversary date of this Agreement.

3. **Service Guide.** Each shipment made with FedEx is subject to the country of origin location's terms and conditions of carriage and the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates, at anytime without notice. State is directed to the FedEx web site www.fedex.com for changes in the FedEx Service Guide. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control.

4. **Payment Terms.** Net 30 days after receipt of a properly executed and correct FedEx invoice. FedEx will provide the State with options to pay either by: (i) direct pay, (ii) centralized billing, (iii) purchase cards/credit cards where FedEx is responsible for credit card user handling fee that may be associated with such a purchase, (iv) as provided in the Proposal. However, invoices for duties and taxes are payable on receipt. Customer agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to comply with payment terms may result in denial of credit or removal of applicable pricing.

5. **Service availability and delivery, Pickup and Drop Boxes**

- A. Pick-up and delivery times for FedEx services are detailed in the RFP and FedEx Proposal, attached hereto and made a part hereof.
- B. FedEx shall supply authorized users with all Express shipping materials and supplies at no costs.
- C. FedEx shall provide pickup services to all locations from which service is requested. FedEx will either regularly schedule pick-ups or on an on-call pick-up service as needed basis and at the customary charge therefore.
- D. FedEx shall place secured drop boxes for items requiring delivery by FedEx at various mutually agreed locations. Collection from these drop boxes shall be made five (5) days a week, Monday through Friday at times mutually agreed upon by the parties.

6. **Automation**

A. FedEx will provide the State with all available web based resources as required by the RFP and the Response for online tracking, scheduling or other activities including required computer software installation and technical support for such software. Such software and support will be provided at no cost to the State.

B. At no additional charge to State, FedEx must provide a 24-hour toll-free number and on-line tracking of all items being shipped by the State. Such information is to include, but not be limited to, date and time of pick-up, complete tracking of packages through shipment process and delivery date, time, location and signatory of the final delivery. Upon request by an authorized user, FedEx shall provide either a faxed, Internet or e-mailed copy of the shipping recipient for verification purposes.

7. **Unexpected volume.** There shall be no minimum pickup weight or minimum number of parcels to be picked up at any given location.

8. **Training.** Upon request, FedEx shall provide training to explain the efficient and effective use of the contracted services. Training should include, but not be limited to, basic service requirements, how

to set up an account; how to fill out service request forms, how to use the tracking system; customer service; shipment of special materials; packaging requirement; pricing and reporting systems. Training shall be arranged as requested by the State and will be conducted at the State location or as otherwise agreed by the State.

9. Management.

A. FedEx agrees that during the Term of this Agreement and any renewals, FedEx's management services shall comply with the requirements set forth in the RFP as well as in FedEx's Proposal.

B. FedEx will use reasonable best efforts to notify any authorized entity of this Agreement and to implement such services with such authorized entity.

C. Reports shall be provided by FedEx as requested by the State in the RFP and mutually agreed upon by the parties.

10. Security

A. FedEx shall take security measures to protect against improper use of an account number or any credit card information. FedEx's on-line service capabilities must incorporate both security and privacy protection software.

B. FedEx must adhere to established security and/or property entrance policies and procedures established for each requesting entity. It is the responsibility of FedEx to understand and adhere to those policies and procedures prior to any attempt to enter such premises.

11. Termination.

A. Termination by the State for Cause. The State shall have the right to terminate this Agreement for Cause, subject to cure, by providing written notice of termination to FedEx. Such notice shall specify the time, the specific provision of this Agreement or "for cause" reason that gives rise to the termination, and, if susceptible to cure, shall specify reasonable appropriate action that can be taken by FedEx to avoid termination of the Agreement. The State shall provide a specified period of time of up to sixty (60) calendar days, unless otherwise specified in this Agreement, for FedEx to cure breaches and deficiencies of its performance obligations under this Agreement. For purposes of this paragraph, the phrase "for cause" shall mean: (i) any material breach or evasion by FedEx of the terms or conditions of this Agreement and its amendments, if any; (ii) making an assignment for the benefit of creditors; (iii) failing, being unable, or admitting in writing the inability generally to pay its debts as they become due; (iv) occurrence of any of the following by or with respect to FedEx or any corporation or entity having a controlling interest in FedEx (a) commencing or permitting a filing against it which isn't discharged within ninety days of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect (b) or filing an answer admitting the material allegations of a petition filed against FedEx in any involuntary case or other proceeding commenced against FedEx seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to FedEx (c) or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against or (d) seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to FedEx; or (v) FedEx's material breach of an agreement with any entity other than the State entitled to purchase under the Master Price Agreement.

B. Termination by the State Without Cause. The State may terminate this Agreement at any time and without cause if directed to do so by statute. If required by State law, where the Director of the State Budget Office makes a written determination that funds are not appropriated or otherwise available to support continuation of this Agreement, the Agreement shall be immediately cancelled. A determination by the State Budget Director that funds are not appropriated or otherwise available to support continuation of the Agreement shall be final and conclusive.

C. Termination by Either Party Without Cause. Either party may terminate this Agreement without cause and without penalty upon 60 days prior written notice to the other.

D. Termination by FedEx for Cause. FedEx shall have the right to terminate this Agreement for cause, subject to cure, by providing written notice of termination to the State. Such notice shall specify the time, the specific provision of this Agreement or "for cause" reason that gives rise to the termination, and shall specify reasonable appropriate action that can be taken by the State to avoid termination of the Agreement. FedEx shall provide a specified period of time of up to sixty (60) calendar days, unless otherwise specified in this Agreement, for the State to cure breaches and deficiencies of its performance obligations under this Agreement. For purposes of this paragraph, the phrase "for cause" shall mean any material breach or evasion by the State of the terms or conditions of this Agreement and its amendments, if any.

12. Damages, Insurance and Indemnification.

A. The FedEx Money-Back Guarantee shall apply to all shipments made by the State pursuant to this agreement. All package damage or loss claims shall be handled in accordance with the terms of the FedEx Service Guide in effect at the time of shipment.

B. For matters not involving the failure to deliver a package, FedEx agrees for itself, its agents, employees and assigns to indemnify, defend and hold harmless the State, its agents and employees from any and all loss, damage or liability caused in whole or in part by FedEx's intentional acts, negligent acts or omissions, material failure to perform under the terms of this Agreement, or violation of applicable laws, rules, regulations, or ordinances, unless the same was wholly caused or induced by the State. FedEx agrees that it has no right of subrogation or contribution from the State for any judgment rendered against FedEx or any claim settled by FedEx.

C. FedEx agrees to comply with Paragraph 31 entitled Insurance of the State's General Conditions of Purchase.

13. Authority. State and FedEx each warrant through its representative's signature hereto that it has the legal authority (on its own behalf respectively) to enter into this Agreement .

14. Prior Agreements. This Agreement supersedes all Pricing Agreements and Addenda, if any, for FedEx Express and/or FedEx Ground services between FedEx and State for the designated account(s) and bar code number(s) relating to the services and package types covered by this Agreement and identified on the respective pricing attachments.

15. No Modifications. Any alterations to this document by either party will render it null and void.

16. Documents Incorporated by Reference. The entire RFP, as amended, the Proposal, and the State's General Conditions of Purchase are incorporated into this Agreement by reference and made a part

hereof. In the event of any conflict between the terms of the RFP, the State's General Conditions of Purchase or Proposal and the provisions of this Agreement, the terms of first the Agreement and then the State's General Conditions of Purchase shall control.

17. Notice.

A. The Manager of FedEx Government Sales is hereby designated by FedEx as the person to receive legal notices hereunder on behalf of FedEx at the record address for FedEx which is:

FedEx Government Services
900 7th Street NW
Suite 550
Washington, DC 20001

B. The State Purchasing Agent or his designee is hereby designated by State as the person to receive legal notices hereunder on behalf of the State at the record address for State, which is:

Mr. Jerome D. Moynihan, CPM, CPPO
Administrator of Purchasing Systems
Department of Administration
Division of Purchases - 2nd Floor
One Capitol Hill
Providence, RI 02908-5855

C. Each party may change its designation for notice following written notice to the other parties.

D. Notices by the parties to one another shall be given in writing to the persons identified above or to such other persons as may be subsequently identified in a written notice. Such notices shall be effective on the date of mailing or transmission if sent by U.S. first-class or restricted delivery mail, postpaid, or by any reputable overnight delivery service, prepaid, or by facsimile transmission or electronic mail if proof of transmission is retained. However, notices pertaining to legal matters including, but not necessarily limited to, termination, default or liability, shall be sent in compliance with applicable law and via prepaid, certified mail, return receipt requested.

18. Applicable Law. The substantive laws of the State of Rhode Island shall govern this Agreement in construction and enforceability. No action for breach of this Agreement or in any other way in connection herewith may be brought unless instituted and maintained in a state or federal court of competent jurisdiction in the County of Providence, State of Rhode Island.

19. Severability. If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement, unless the invalidity of any such provision deprives any party of the economic benefit intended to be conferred by this Agreement.

20. No Continuing Waiver. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision, and any failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment to enforce strict performance in respect to such provision on any future occasion.

21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

22. **Other.** This Agreement does not provide for the shipment of alcohol, tobacco, or other items or commodities that may be prohibited by law. Such commodities require a separate agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the last date provided below:

STATE OF RHODE ISLAND ("State")

By: [Signature]
Print Name: Brian P. Sten
Title: Exec Dir / Purch Agent
Date: 6-11-06

FEDERAL EXPRESS CORPORATION AND
FEDEX GROUND PACKAGE SYSTEM, INC.
(collectively, "FedEx") By their agent
FedEx Corporate Services, Inc.

By: [Signature]
Print Name: GURN H. FREEMAN
Title: DIRECTOR SALES
Date: 06/13/2006

Employee No.: 14396

Approved: LKM / 6.9.06 / 601417

Offer expires if not accepted by Customer within 30 days of date of presentment of Agreement.

Attachments:

Please indicate your receipt and acceptance of the following pricing attachments by initialing below:

Express pricing attachment: [Signature] Customer Accepts
Customer Does Not Accept
Ground pricing attachment: [Signature] Customer Accepts
Customer Does Not Accept





Exhibit 1 - Express Pricing Attachment

PRS 1920289

Agreement Number: 2214924

Customer Name: STATE GOVT OF RHODE ISLAND

Effective Date: See Agreement ("Effective Date")

The pricing applies only to the following FedEx account numbers. If the account number is a national account number or a specific subgroup, unless otherwise noted the pricing applies to all individual FedEx account numbers associated with the national account or subgroup number(s):

Account(s) 7007

U.S. DOMESTIC EXPRESS

Pricing for U.S. Domestic Express services applies to U.S. payor FedEx accounts for shipments with a U.S. origin and a U.S. destination.

Domestic Freight pricing is subject to minimum charges, which are determined by FedEx and are subject to change without notice.

Customer's Express pricing is expressed as a percentage discount off of the Base Rate identified in the table below. Discounts do not apply to ancillary service fees, surcharges, special handling fees or other charges and are applicable for the time period(s) specified below.

Term	Term Start	Term End	Base Rate
1	Month 1	Month 60	Service Guide in effect on date of Shipment
2	Month 61	*	LIST

List: Pricing (including earned discounts if any) expires and Customer shall pay the FedEx published list rate for the specified accounts and services.

* Except where Customer's Base Rate is identified as LIST (in such case all of Customer's discounts expire and Customer moves to published list rates for the services identified), Customer's Express pricing does not expire and shall remain in effect unless otherwise terminated by Customer or FedEx as specified in the Agreement. FedEx reserves the right to change Customer's pricing program structure upon notice.

The following service(s) will be charged at the FedEx Service Guide rates in effect on the date of shipment:
FedEx First Overnight Envelope
FedEx First Overnight

Base Discounts:

Discounts are stated as percentages and any minimums are stated as U.S. dollar amounts.

FedEx Priority Overnight

Zones =>	2	3	4	5	6	7	8	9-10	11-12	13-16
Envelope %	60.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
Pak (1-2 lbs.) %	60.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
1+ lbs. %	60.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx Standard Overnight

Zones =>	2	3	4	5	6	7	8	9	13-16
Envelope %	60.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
Pak (1-2 lbs.) %	60.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
1+ lbs. %	60.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx 2Day

Zones =>	2	3	4	5	6	7	8	9-10	11-12	13-16
1+ lbs. %	47.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx Express Saver

Zones =>	2	3	4	5	6	7	8
1+ lbs. %	43.00	40.00	40.00	40.00	40.00	40.00	40.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx 1Day Freight

Zones =>	2	3	4	5	6	7	8	9	11	13	15
151+ lbs. %	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Minimum Charge \$	60.00	105.00	158.00	205.00	221.00	233.00	257.00	510.00	547.00	233.00	233.00

FedEx 2Day Freight

Zones =>	2	3	4	5	6	7	8	9-10	11	13-16
151+ lbs. %	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Minimum Charge \$	59.00	103.00	125.00	152.00	167.00	187.00	209.00	447.00	490.00	191.00

FedEx 3Day Freight

Zones =>	2	3	4	5	6	7	8
151+ lbs. %	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Minimum Charge \$	46.00	46.00	51.00	57.00	57.00	57.00	57.00

U.S. EXPORT EXPRESS

Pricing for U.S. Export Express services applies to U.S. payor FedEx accounts for shipments with a U.S. origin and a non-U.S. destination.

Pricing is subject to minimum charges, which are determined by FedEx and are subject to change without notice.

Customer's Express pricing is expressed as a percentage discount off of the Base Rate identified in the table below. Discounts do not apply to ancillary service fees, surcharges, special handling fees or other charges and are applicable for the time period(s) specified below.

Term	Term Start	Term End	Base Rate
1	Month 1	Month 60	Service Guide in effect on date of Shipment
2	Month 61	*	LIST

List: Pricing (including earned discounts if any) expires and Customer shall pay the FedEx published list rate for the specified accounts and services.

* Except where Customer's Base Rate is identified as LIST (in such case all of Customer's discounts expire and Customer moves to published list rates for the services identified), Customer's Express pricing does not expire and shall remain in effect unless otherwise terminated by Customer or FedEx as specified in the Agreement. FedEx reserves the right to change Customer's pricing program structure upon notice.

Base Discounts:

Discounts are stated as percentages and all minimums are stated as U.S. dollar amounts.

PR = Puerto Rico

PR Discounts at 154lbs. shall also apply to all weights greater than 154lbs. (and accepted by FedEx for the service) for the service identified.

FedEx International Priority Envelope

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
Envelope %	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	10.00
Minimum Charge \$	17.35	17.85	17.85	20.80	20.80	20.80	20.80	23.10	20.80	24.25	32.35	32.35	46.25	24.25	32.35	0.00

FedEx International Priority Pak

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
Pak (1-2 lbs.) %	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	10.00
Minimum Charge \$	21.10	21.60	21.60	26.55	26.55	26.55	26.55	31.20	26.55	28.90	32.35	32.35	53.20	28.90	32.35	0.00

FedEx International Priority

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
1-154 lbs. %	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	10.00
Minimum Charge \$	24.25	24.80	24.80	30.60	30.60	30.60	30.60	38.15	32.35	37.00	41.65	41.65	60.15	37.00	41.65	0.00

FedEx International Priority Heavyweight

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
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155+ lbs. %	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Economy

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
1-154 lbs. %	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	10.00
Minimum Charge \$	20.80	22.75	21.30	24.40	24.40	23.50	23.50	30.80	23.85	27.40	30.90	30.90	44.85	27.60	30.85	0.00

FedEx International Economy Heavyweight

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
155+ lbs. %	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Priority Freight (ATA)

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
151+ lbs. %	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Priority Freight (DTD,DTA,ATD)

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
151+ lbs. %	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	10.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Economy Freight (ATA)

Zones =>	C	D	E	F	G	H	J	K	L	M	N	O
151+ lbs. %	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Economy Freight (DTD,DTA,ATD)

Zones =>	C	D	E	F	G	H	J	K	L	M	N	O	PR
151+ lbs. %	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	10.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

MONEY BACK GUARANTEE AND OTHER PROVISIONS

Customer is entitled to request refunds pursuant to the Money-Back Guarantee Policy provisions of the FedEx Service Guide for all FedEx Express services.

Customer may have a customized Domestic Express Freight pricing program. Any such pricing is not superseded by this Agreement. Please refer to the applicable contract for specific pricing and contract terms.

Customer's express Special Program(s) pricing is expiring and is replaced with the pricing identified herein.

Ground Pricing Attachment

PRS 19275100

The State of Rhode Island shall receive the following discounts off the list rates published in the 2006 FedEx Service Guide:

Ground (O/B, I/B 3P & RB): 25% Base Discount

FedEx Home Delivery (O/B & 3P): 25% Base Discount

Deferred Air Hawaii/Alaska/Puerto Rico (O/B, 3P & RB): 5% Base Discount

Multiweight: Tier 3 and Tier 503

